

A. G. Contract No. KR94 1040TRN
ECS File No.: JPA 94-168
Project: IM-10-6(121)/
Section: I-10 Willcox

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLCOX

THIS AGREEMENT is entered into _____, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF WILLCOX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. As part of the State's original I-10 Willcox Bypass construction project, the State acquired an approximately one half mile section for crossover of Airport Road over I-10. The City and the State now desire to reconstruct the roadway, via mill and replace pavement, upgrade guardrail and connections to bridge rail, apply emulsion, chip seal and install roadway striping, at an estimated cost of \$125,000.00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. By change order to an existing construction contract, award the Project for construction. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the Project, and for any contractor claims for extra compensation.

c. Upon completion of the improvements, and upon approval and by resolution of the State Transportation Board, abandon jurisdiction and maintenance responsibility for Airport Road, as shown on exhibit A, which is attached hereto and made a part hereof, to the City. Associated bridge structures will remain the property and responsibility of the State.

2. The City will:

a. Upon approval and by resolution of the State Transportation Board, accept jurisdiction and maintenance responsibility for Stewart Road, except for the bridge structures. Waive the four year advance notification requirements of Arizona Revised Statute 28-106.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract or change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Willcox
City Manager
151 W. Maley
Willcox, AZ 85643

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLCOX

STATE OF ARIZONA

Department of Transportation

By _____
SANDRA OUSLEY
Mayor

By _____
AUGUST V. HARDT
Deputy State Engineer

ATTEST

By _____
CRISTINA G. WHELAN
City Clerk

MAY 16 1995

**RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT
BETWEEN LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT
OF TRANSPORTATION FOR THE JOINT USE AND DEVELOPMENT
OF A TRAFFIC SIGNAL AND ASSOCIATED IMPROVEMENTS AT THE
INTERSECTION OF SMOKETREE AVENUE WITH MCCULLOCH BOULEVARD**

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for joint use and development of a traffic signal and associated improvements at the intersection of Smoketree Avenue with McCulloch Boulevard; and

WHEREAS, the purpose of the agreement is to jointly fund the design and construction of a traffic signal and associated improvements at the intersection of Smoketree Avenue with McCulloch Boulevard; and

WHEREAS, the City and the Arizona Department of Transportation have the existing powers pursuant to A.R.S. § 11-951, et. seq;

THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the joint use and development of a traffic signal and associated improvements at the intersection of Smoketree Avenue with McCulloch Boulevard;

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 10th day of May, 1995.

APPROVED: R. L. Hileman
R. L. Hileman, Mayor

ATTEST:

Ann R. Sayne
Ann R. Sayne, City Clerk

APPROVED AS TO FORM
LAKE HAVASU CITY ATTORNEY'S OFFICE:

By: Maureen R. George

REVIEWED BY:

Pete Manderfield

FOR Pete Manderfield, Acting Public Works Director

I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 10th day of May, 1995.

Ann R. Sayne
Ann R. Sayne, City Clerk